



Order under Section 69 Residential Tenancies Act, 2006

Citation: Jiang v Zhang, 2026 ONLTB 17232

Date: 2026-03-05

File Number: LTB-L-035267-24

In the matter of: Basement, 131 BECKENRIDGE DR
MARKHAM ON L3S3B2

Between: Zeng Cheng Jiang Landlord
Ai Jin Jiang

And

Yu Zhang Tenant
Ziyi Lan

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Zeng Cheng Jiang and Ai Jin Jiang (the 'Landlord') applied for an order to terminate the tenancy and evict Yu Zhang and Ziyi Lan (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 19, 2026.

The Landlord's legal representative Yun Yan Li, the Landlords, the Landlord's son/ witness Zeng Guang Jiang (ZGJ) the Tenants legal representative Delaram Jafari and the Tenants attended the hearing.

Sherry Chen provided interpretation services in Mandarin.

The parties provided closing submissions in written format post hearing, these have been considered in this order.

Determinations:

Preliminary issues

1. The parties advised the LTB that there is another proceeding as before the Superior Court in connection to issues as arising between the parties.
2. Specifically, it was noted that the Tenants have filed claims against the Landlord of upwards of \$200,000.00 and that these claims may be duplicated in the Tenants' claims as before the LTB.
3. Given the submission and noting that the Board had also scheduled the Tenants T2 application in the same docket in respect of LTB-T-018169-24, the monetary preliminary issue was more appropriately raised in that matter. However, as I was not able to hear the T2 application, this issue is moot for purposes of L2/N12 application.
4. The second issue raised was in respect of the Tenants late evidence submissions made on January 16, 2026.
5. It was submitted that the evidence package as uploaded does not contain any new evidence and was prior disclosed for a March 3, 2025 hearing. On this basis, the evidence was entered into the Board's record.

L2 Application

6. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March April 5, 2026.
7. The Tenant was in possession of the rental unit on the date the application was filed.
8. On April 20, 2024, the Landlord gave the Tenant an N12 notice of termination April 25, 2024 with the termination date of June 30, 2024. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their son.

Compensation

9. Section 48.1 of the Act states that, "a landlord shall compensate a tenant in the amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if the landlord gives the tenant a notice of termination of the tenancy under section 48".
10. Section 55.1 of the Act requires that compensation under section 48.1 be paid to the tenant no later than on the termination date specified in the notice of termination. Here, the termination date in the N12 Notice of Termination is June 30, 2024.

11. The Landlord has attempted to provide the compensation payment to the Tenants on two occasions, once by bank draft dated April 18, 2024 and second time by e-transfer on June 4, 2024. These payments have not been accepted.
12. I am satisfied that the Landlords have attempted to pay the Tenant the required compensation pursuant to the above outlined, however as the Tenants have not yet accepted any payment, where still outstanding, the Landlord will pay the Tenants \$1,435.00 before the tenancy is terminated.
13. The Landlord Ai Jin Jiang testified that they in good faith require possession of the rental unit for the purpose of residential occupation of their son for a period of at least one year. That once her son's wife gave birth to her grandson, and as he found himself unemployed and was not able to make rent payments of \$2,000.00 where they were renting, the decision was that they would move into the basement rental unit.
14. Their son ZGJ moved in shortly after the birth of their child, and resides on the first floor, in the living room. That as the baby was crying and creating an ongoing interference for the tenants, that the baby was brought to China and left with family for care.
15. When questioned about the possibility of the home having vacant bedrooms for the son to occupy, it was submitted that all 4 rooms are accounted for by storage/ small reading room, other renters and by the Landlords.
16. This is the Landlord's second N12 as filed with the Board, as per the first declaration, circumstantially nothing has changed in that in the first application it was outlined that the rental unit was required for the purposes of Zeng Guang Jiang (ZGJ) occupation so that they can receive help and care from their parents/ the Landlord's once their baby was expected to be born on April 15, 2024.

Landlord's witness testimony

17. ZGJ testified that he currently resides with his wife with his parents on the first floor of 131 Beckenridge Dr Markham, occupying the living room. That he had asked his mom if he could move in sometime in February 2024 as a result of his and his partners unemployment and finding themselves in a difficult financial position and then impending birth of their child, born March 30, 2024.
18. That if they are unable to move into the basement that his family will continue to be separated and that the living room does not offer any privacy.
19. Prior to moving back in with his parents, he occupied a condominium rental unit on Kennedy Rd. and paid rent of \$1,800.00. Once there was a request to increase the rent to \$2,000.00 having found themselves unemployed, they had to move.

Tenants' testimony

20. The Tenants questions the Landlord's good faith intentions and submits that the Landlord has served the N12 notice for financial reasons connected to their prior demands to

increase the rent unlawfully and the Tenants having declined the request for such increases.

21. The Tenant testified that on February 13, 2024, in the months immediately prior to the service of the N12, and since the beginning of the tenancy, the Landlord was demanding significant rent increases in excess of the permitted annual guideline increases and in response to the request for the Landlords to address maintenance issues.
22. Per their closing submissions; the Tenants state that: *“based on the totality of the evidence, the Landlord has failed to establish good faith/genuine intention. The pattern of relationship between the parties, and the attempts to increase rent and sign a new agreement prior to giving the N12 notice support a finding that the Landlord’s genuine intention of giving the N12 was removing the tenant because the tenant refused to agree to pay the requested illegal rent increase. The evidence shows that the N12 was issued in the context of illegal rent increase pressure, and the tenant’s attempts to enforce their rights by refusing to agree to the increase, and by demanding the landlord to comply with their maintenance and other obligations; all of which point to an improper motive and lack of genuine intent.”*

Analysis

23. The issue to be determined by the Board is whether the Landlord has satisfied the “good faith” requirements pursuant to section 48(1) of the Act which states:

48(1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,
3. a child.....
[Emphasis added]

24. The onus is on the Landlord to establish that they, in good faith, require the rental unit for the purpose of residential occupation and that his son genuinely intends to move into the rental unit.
25. The courts have provided much guidance to the Board in interpreting the “good faith” and “genuine intent” requirement in the context of a landlord seeking possession of a rental unit for the purpose of residential occupation by the landlord.
26. In *Feeny v. Noble*, 1994 CanLII 10538 (ON SC), 19 O.R. (3d) 762, the Ontario Divisional Court considered this issue in the context of subsection 103(1) under the Landlord and Tenant Act, R.S.O. 1990, c. L.7, and held that:

“...the test of good faith is a genuine intention to occupy the premises and not the reasonableness of the landlord’s proposal”.
27. In *Salter v. Beljinac*, 2001 CanLII 40231 (ON SCDC) the Divisional Court stated at paras 18, 26-27:

In my view, s.51(1) [now RTA s.48(1)] charges the finder of fact with the task of determining whether the landlord's professed intent to want to reclaim the unit for a family member is genuine, that is, the notice to terminate the tenancy is made in good faith. The alternative finding of fact would be that the landlord does not have a genuine intent to reclaim the unit for the purpose of residential occupation by a family member.

While it is relevant to the good faith of the landlord's stated intention to determine the likelihood that the intended family member will move into the unit, the Tribunal stops short of entering into an analysis of the landlord's various options.

Once the landlord is acting in good faith, then necessarily from the landlord's subjective perspective the landlord requires the unit for the purpose of residential occupation by a family member. That is sufficient to meet the s.51(1) standard. The fact that the landlord might choose the particular unit to occupy for economic reasons does not result in failing to meet the s.51(1) standard.

28. More recently, in *Fava v. Harrison*, 2014 ONSC 3352 (CanLII) the Divisional Court, in considering this issue in the context of the Act, found as follows:

“We accept, as reflected in *Salter*, supra, that the motives of the landlord in seeking possession of the property are largely irrelevant and that the only issue is whether the landlord has a genuine intent to reside in the property. However, that does not mean that the Board cannot consider the conduct and the motives of the landlord in order to draw inferences as to whether the landlord desires, in good faith, to occupy the property.”

29. In this case, the Landlord testified that her son wants to live in the rental unit for at least a one-year period as it would afford each family currently living together more privacy, and more room while offering financial support and family care required.
30. Based on the evidence and submissions before me, I am satisfied that there is a genuine intent for the Landlord's son to move into the rental unit after the Tenants vacate the unit. While the Tenants offered reasonable suspicions, which are genuinely held by them, given the extensive history the parties share with police involvement and impending proceedings before the Superior Court it is obvious that this relationship has been strained on many levels and is plagued with distrust. I can certainly appreciate that the Tenants make the connection of the demands for increased rent with the issuance of the N12 given the timing of all the circumstances. However, the N12 issuance also coincides with the birth of Zeng Guang Jiang (ZGJ) son on March 30, 2024. The birth certificate of Hugo Jiang was evidenced on page 58 of DOC71264157. And while the Landlord did not dispute seeking an increase of rent from the Tenants, in my view, I am not satisfied that these demands in themselves are entirely connected to the Landlord's intentions in respect of the rental unit. I say this as it was submitted that the Landlords have asked for the payment of more rent since 2022 after the tenancy commenced in 2021. This appears to be a constant theme, not one tied especially to the service of the N12 notice.

31. The Landlord's son provided a declaration as required by the *Act* and the Landlord confirmed their intentions. The photos of the current living arrangements paint a picture of how difficult it is to reside in an open area of a living room, the area currently being used as a makeshift bedroom and shared living area for other family members. It is not ideal, the room is filled with both personal belongings, a movable mattress and traditional living room furniture.
32. I am satisfied, on a balance of probabilities, that the Landlord requires possession of the rental unit in good faith for residential occupation by their son and family and that they genuinely intend to reside in the unit for at least one year.

Daily compensation and rent deposit

33. The Tenant was required to pay the Landlord \$26,798.24 in daily compensation for use and occupation of the rental unit for the period from July 1, 2024 to January 19, 2026, less all amounts paid.
34. Based on the monthly rent, the daily compensation is \$47.18. This amount is calculated as follows: \$1,435.00 x 12, divided by 365 days.
35. The Landlord collected a rent deposit of \$1,400.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$123.33 is owing to the Tenant for the period from January 1, 2021 to January 19, 2026.
36. Where applicable, the amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

37. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until April 5, 2026 pursuant to subsection 83(1)(b) of the Act.
38. The Tenant submitted that she has resided in the rental unit for over 5 years, they have a connection to the community. That their lives are closely connected to the area in that the kids school is near by and that their work locations are conveniently situated just 10 minutes away. The possible relocation to a new rental unit will pose financial hardship and will be difficult to find housing in the same geographic area. They have applied for community housing in the interim and seek delay from eviction for up to 6 months.
39. I appreciate that according to the Landlord, the Tenants have known since March 2, 2024 of the Landlord's son's intent to occupy the rental unit this was in connection to the first N12 served with the termination date of May 31, 2024, an application that was withdrawn by the Landlords. The Landlords and family have been patiently awaiting to obtain vacant possession of the rental unit having filed their L2 application on May 2, 2024, more than 21 months' have since passed and the Tenants have stopped paying rent since July 2024.

40. Balancing the interests of the parties', in recognition that the Tenants may experience some difficulties in finding alternative housing if electing to stay in the same geographic area, and as the Landlord's son is already residing in the home, although with his parents, I find it would not be unfair to delay eviction to April 5, 2026, given the circumstances.
41. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 5, 2026.
2. If the unit is not vacated on or before April 5, 2026, then starting April 6, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 6, 2026.
4. The Landlord has compensated the Tenant an amount equal to one month's rent by June 30, 2024, whereas the payment has expired and has not been accepted by the Tenant, the Landlord shall reissue payment to the Tenant in the amount of \$1,435.00 on or before March 31, 2026.
5. The Tenant shall pay to the Landlord \$26,798.24, which represents compensation for the use of the unit from July 1, 2024 to January 19, 2026, less all amounts paid.
6. The Tenant shall also pay the Landlord compensation of \$47.18 per day for the use of the unit starting January 20, 2026 until the date the Tenant moves out of the unit.
7. The Landlord owes \$1,523.33 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 6, 2026 at 4.00% annually on the balance outstanding.

March 5, 2026
Date Issued

Alicia Johnson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on October 6, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.